

RESOLUTION NO. 82-21

RESOLUTION APPROVING COOPERATIVE AGREEMENT
(10-SJ-12-16.9/17.9) BETWEEN THE CITY OF LODI AND THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION REGARDING THE
MODIFICATION OF THE TRAFFIC SIGNAL AT HUTCHINS STREET
AND KETTLEMAN LANE - 10203-287401

RESOLVED that the City Council of the City of Lodi
does hereby approve the cooperative agreement between the City
of Lodi and the California Department of Transportation
regarding the modification of the traffic signal at Hutchins
Street and Kettleman Lane (Highway 12), a copy of which is
attached hereto, marked Exhibit "A", and thereby made a part
hereof.

BE IT FURTHER RESOLVED that the City Council of the
City of Lodi does hereby authorize the Mayor and City Clerk to
execute the subject agreement on behalf of the City.

Dated: March 10, 1982

I hereby certify that Resolution No. 82-21 was passed
and adopted by the City Council of the City of Lodi in
a regular meeting held March 10, 1982 by the following
vote:

Ayes: Councilmen - Hughes, Pinkerton, and McCarty

Noes: Councilmen - None

Absent: Councilmen - Katnich, Murphy


ALICE M. REIMCHE
City Clerk

"ORIGINAL"

10-SJ-12-16.9
10203 - 287701
Hutchins Street

District Agreement No. 10-708

THIS AGREEMENT, ENTERED INTO ON _____
is between the STATE OF CALIFORNIA, acting by and through its Department of
Transportation, referred to herein as STATE, and

CITY OF LODI
a body politic and a municipal
corporation of the State of
California, referred to herein
as CITY.

RECITALS

(1) STATE AND CITY contemplate installing traffic control signal system and safety lighting at the intersection of Hutchins Street with State Highway Route 12, referred to herein as "PROJECT", and desire to specify the terms and conditions under which such system is to be installed, financed and maintained.

SECTION I

STATE AGREES:

(1) To provide plans and specifications and all necessary construction engineering services for the PROJECT and to bear STATE'S share of the expense thereof, as shown on Exhibit A, attached and made a part of this agreement.

(2) To construct the PROJECT by contract in accordance with the plans and specifications of STATE.

(3) To pay an amount equal to 50% of construction costs; but in no event shall STATE'S total obligation for construction costs under this agreement exceed the amount of \$60,444; provided that STATE may, at its sole discretion, in writing, authorize a greater amount.

(4) To maintain and operate the entire traffic control signal system and safety lighting as installed and pay an amount equal to 50% of the total costs.

SECTION II

CITY AGREES:

(1) To deposit with STATE prior to award of a construction contract for PROJECT, the amount of \$52,560, which figure represents CITY'S estimated share of the expense of preparation of plans and specifications, construction engineering, utility negotiation and inspection, and construction costs required to complete PROJECT, as shown on Exhibit A. In no event shall CITY'S total obligation for said costs under this agreement exceed the amount of \$60,444; provided that CITY may, at its sole discretion, in writing, authorize a greater amount.

(2) CITY'S share of the construction costs shall be an amount equal to 50% of the actual cost for the entire PROJECT, as determined after completion of work and upon final accounting of costs.

(3) CITY'S share of the expense of preparing plans and specifications, shall be an amount equal to 50% of the actual costs of preparing plans and specifications for the entire PROJECT.

(4) CITY'S share of the expense of construction engineering shall be an amount equal to 50% of the actual costs of construction engineering for the entire PROJECT.

(5) To reimburse STATE for CITY'S proportionate share of the cost of maintenance and operation of said traffic control signal systems and safety lighting, such share to be an amount equal to 50% of the total cost.

SECTION III

IT IS MUTUALLY AGREED AS FOLLOWS:

(1) All obligations of STATE under the terms of this agreement are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission.

(2) STATE shall not award a contract for the work until after receipt of CITY'S deposit required in Section II(1).

(3) Neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this agreement. It is also agreed that, pursuant to Government Code Section 895.4 CITY shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this agreement.

(4) Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to CITY under this agreement. It is also agreed that, pursuant to Government Code Section 895.4 STATE shall fully indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to CITY under this agreement.

(5) Should any portion of the PROJECT be financed with Federal funds or State gas tax funds all applicable procedures and policies relating to the use of such funds shall apply notwithstanding other provisions of this agreement.

(6) After opening of bids CITY'S estimate of cost will be revised based on actual bid prices. CITY'S required deposit under Section II(1) above will be increased or decreased to match said revised estimate. If deposit increase or decrease is less than \$1,000 no refund or demand for additional deposit will be made until final accounting.

(7) After opening bids for the PROJECT and if bids indicate a cost overrun of no more than 15% of the estimate will occur, STATE may award the contract.

(8) If, upon opening of bids, it is found that a cost overrun exceeding 15% of the estimate will occur, STATE and CITY shall endeavor to agree upon an alternative course of action.

(9) Prior to advertising for bids for the PROJECT, CITY may terminate this agreement in writing, provided that CITY pays STATE for all costs incurred by STATE.

(10) If termination of this agreement is by mutual agreement, STATE will bear 50% and CITY will bear 50% of all costs incurred prior to termination.

(11) Upon completion of all work under this agreement, ownership and title to all materials, equipment and appurtenances installed will be jointly shared in the ratio of 50% STATE and 50% CITY.

(12) If existing public and/or private utilities conflict with the construction of the PROJECT, STATE will make all necessary arrangements with the owners of such utilities for their protection, relocation or removal. STATE will inspect the protection, relocation or removal of such utilities. If there are costs of such protection, relocation or removal which the STATE and CITY must legally pay, STATE and CITY will share in the cost of said protection, relocation or removal in the amount of 50% STATE and 50% CITY.

(13) The cost of any engineering or maintenance referred to herein shall include all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with STATE'S standard accounting procedures. However, STATE'S share is accounted for in a statewide account and is not shown separately on each project's cost breakdown.

(14) That this agreement shall terminate upon completion and acceptance of PROJECT by STATE and CITY or on June 1, 1984, whichever is earlier in time; however, the ownership and maintenance clauses shall remain in effect until terminated, in writing, by mutual agreement.

STATE OF CALIFORNIA
Department of Transportation

CITY OF LODI

ADRIANA GIANTURCO
Director of Transportation

By _____
Mayor

By _____
District Director

Attest: _____
City Clerk

10-SJ-12-16.9
10203 - 287401
On State Route 12 at
Hutchins Street

District Agreement No. 10-708

EXHIBIT "A"

Distribution of Cost

| <u>ITEM OF COST</u> | <u>STATE</u> | <u>CITY</u> | <u>TOTAL ESTIMATED COST</u> |
|-------------------------------------------------------------------------------------|--------------|-------------|-----------------------------|
| Preparing Plans and Specifications (includes Direct and Indirect Overhead) | \$ 5,950 | \$ 5,950 | \$11,900 |
| Construction | \$39,500 | \$39,500 | \$79,000 |
| Construction Engineering (includes Direct and Indirect Overhead) | \$ 7,110 | \$ 7,110 | \$14,220 |
| TOTALS | \$52,560 | \$52,560 | \$105,120 |